

**SECOND TOLLING AGREEMENT BETWEEN  
THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
AND CLEAN HARBORS EL DORADO, L.L.C. FOR CLAIMS  
UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)**

The U.S. Environmental Protection Agency (EPA) contends that it has a cause of action under Subtitle C of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6921-6939f, its implementing regulations, and the federally authorized Arkansas Hazardous Waste Program, against Clean Harbors El Dorado, L.L.C. (Clean Harbors) for violations arising from its operation of Clean Harbors' facility in El Dorado, Arkansas (Tolled Claims).

EPA and Clean Harbors enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on December 5, 2013 and ending on June 16, 2014, inclusive (the Tolling Period), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by EPA on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Clean Harbors shall not assert, plead, or raise against EPA in any fashion, whether by answer, motion, or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of EPA that any statute of limitations, or similar defense concerning the timeliness of commencing an action, is applicable to the Tolled Claims. EPA reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing an action is applicable.

5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that EPA may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Clean Harbors. Where EPA elects to

terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by EPA to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claim that could be brought by EPA in an action against Clean Harbors or the date on which EPA may file such a complaint(s), except as expressly stated herein, nor does it in any way restrict Clean Harbors' defenses thereto, other than as stated herein.

8. This Tolling Agreement is not intended to affect any claims by or against third parties.

9. Clean Harbors shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of ninety (90) days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Trolled Claims, regardless of any corporate or document retention policy to the contrary.

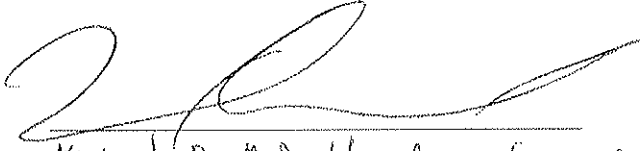
9. This Tolling Agreement is effective upon execution by Clean Harbors without the requirement of filing in any Court or with the Regional Hearing Clerk, and may be signed in counterpart.

10. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all term and conditions of this document. This Tolling Agreement shall be binding upon EPA and Clean Harbors, and their successors.

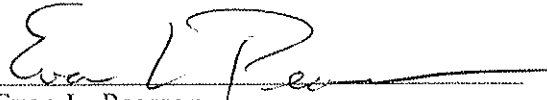
**FOR CLEAN HARBORS EL DORADO, L.L.C.**

Date: 2-6-2014

  
Michael R. McDonald, Asst. Secretary

**FOR EPA:**

Date: 2-6-14

  
Evan L. Pearson  
Senior Enforcement Counsel  
U.S. EPA – Region 6